

General Services Administration

Region 1

Federal Acquisition Service

Assisted Acquisition Services

10 Causeway Street | Boston, MA | 02222

Centers of Excellence Discovery Blanket Purchase Agreement *Reference FAR 8.405-3(b)(1), for services referenced herein*

Request for Quotation

Solicitation Number: ID01190012

From: Siobhan Frongillo, Contracting Officer (CO), General Services Administration (GSA), Region 1, Federal Acquisition Service (FAS), Assisted Acquisition Services (AAS)

Issued for: GSA, FAS, Technology Transformation Services (TTS), Centers of Excellence (CoE)

Subject: Request for Quotation (RFQ)

Date: March 11, 2019

Set Aside: This Blanket Purchase Agreement (BPA) is not set aside for small business concerns

Contract Vehicles: GSA Schedule 70 Special Item Numbers (SINs) 132-51: IT Professional Services, 132-40: Cloud Computing Services, 132-50: Training courses, 132-20: Automated Contact Center Solutions, 70-500: Order-Level Materials (OLM), 132-45A: Penetration Testing, 132-45C: Cyber Hunt activities, 132-45D: Risk and Vulnerability Assessment (network mapping)

Deadlines and response formats:

- RFQ Questions Due: March 19, 2019 at noon eastern
 - [Google Form](#) for RFQ questions submission
- Challenge Questions to be posted: March 28, 2019 at 9am eastern, Google Form links to be included via solicitation amendment
 - Challenge Question responses: due April 1, 2019 noon eastern
 - Google Form for Change Management (to be activated March 28, 2019)
 - Google Form for Cloud Adoption (to be activated March 28, 2019)
 - Google Form for Contact Center (to be activated March 28, 2019)
 - Google Form for Customer Experience (to be activated March 28, 2019)
 - Google Form for Data Analytics (to be activated March 28, 2019)

- Google Form for Information Security (to be activated March 28, 2019)
- Google Form for IT Infrastructure Optimization (to be activated March 28, 2019)
- Scenario Submission Due: April 1, 2019 at noon eastern
 - [Google Form](#) for Scenario Submission
- Technical Submission Due: April 1, 2019 at noon eastern
 - See Submission Instructions 4.2 below
- Price Submission Due: April 1, 2019 at noon eastern
 - See Submission instructions 4.3 below

1.0 Work statement

1.1 Background

The Office of American Innovation (OAI) launched the CoE initiative, to be implemented by GSA, in order to modernize various functional areas across Government to create an experience that will have valuable impact on the agency that is partnering with the CoE and the public that agency serves (Agency Partner).

To date, the CoE has partnered with two Agency Partners, each with a different grouping of CoE functional areas based on their need. The U.S. Department of Agriculture (USDA) was the first CoE agency, who relied on a cross-functional team of USDA, GSA, and industry partners to advance modernization efforts in five areas (Cloud Adoption, Contact Center, Customer Experience, Data Analytics and IT Infrastructure Optimization). The U.S. Department of Housing and Urban Development (HUD) was the second CoE agency, utilizing the same the core functional areas as USDA, but substituting Change Management in place of IT Infrastructure Optimization and adding an Information Security focus to the Cloud Adoption Center. The acquisition approach used for both was comprised of two phases.

This BPA is intended to account for each future CoE Agency Partner by offering a means of initial and continuous discovery work, by Center need, considering the various different factors, influences, and context that apply to each Agency Partner's organizational transformation needs.

1.2 Purpose

The mission of the CoE is to accelerate IT modernization across Government to improve the public experience, improve outcomes, and reduce legacy IT spending across the Government. The CoE accomplish this by centralizing top Government tech talent, leveraging private-sector best practices, and operating with a teaming mindset to collaborate across Government departments and agencies.

To better align with the dynamic effects of such a transformation, the CoE will be utilizing an optimized, customer-focused acquisition that provides a modernization solution for professional services to the CoE's Agency Partner.

The CoE will utilize a two-phased process as part of their efforts to accelerate IT modernization at each Agency Partner. Phase One (discovery and assessment support) will assess existing technologies, policies, practices, etc. to formulate a modernization plan. Phase Two (implementation) will implement those discoveries made during Phase One.

Based upon the Agency Partner's needs, the discovery and assessment support will be within selected functional areas. The purpose of this BPA is to ensure that each Center within the CoE has access to high quality mission support services, as provided by the following core functional areas (Core Functional Areas), listed in alphabetical order:

- Change Management
- Cloud Adoption
- Contact Center
- Customer Experience
- Data Analytics
- Information Security
- IT Infrastructure Optimization

The award issued will result in a multiple award BPA against existing GSA Federal Supply Schedules (FSS) as described in the title page of this RFQ. The successful contractor must provide discovery and assessment support to lay the foundation for successful implementations of modernization across an agency partnering with the CoE.

The resulting BPA will meet the Phase One needs of multiple agencies. Phase Two needs are outside of the scope of this effort and procurements for it will be issued separately and apart from this BPA, following input from the work performed during Phase One. However, Phase One contractors may be expected to collaborate with Phase Two contractors to ensure a seamless transition.

1.3 Scope

The contractor must provide discovery and assessment support to lay the foundation for successful implementations of modernization across the Agency Partner. Based upon the CoE Agency Partner's need, orders may be issued for any or all of the Core Functional Areas listed above, or OLMs. Discovery and assessment work at the order level may have other focuses under each broader functional area (e.g., customer experience assessment under Contact Center).

Contractors must work with other Phase One contractors when requested to prevent silos. Contractors must work with other Phase Two contractors in order to ensure a smooth transition, as required.

1.3.1 Performance objectives

The overall program objectives under the Centers of Excellence include:

- **Change Management:** Reskill and upskill employees impacted by IT modernization efforts, evolve workforce to more 21st Century skill sets and work practices, including but not limited to artificial intelligence (AI), robotic process automation (RPA), and machine learning, enabling the workforce to drive successful IT Modernization efforts going forward utilizing in-house talent.
- **Cloud Adoption:** Perform application/system portfolio inventory and analysis, develop cloud migration recommendations and prototypes, capture specific capabilities (e.g. strategies, roadmaps), plan and manage cloud migration execution, and provide

recommendations using the latest technologies, including but not limited to AI, RPA, and machine learning.

- **Contact Center:** Provide expertise and offerings to help agencies assess, analyze and improve their customer interactions and knowledge management where they need assistance, be it with managing their contact center operations, leveraging emerging technologies and tools, including but not limited to AI, RPA, and machine learning, while also developing prototypes and pilot programs, reviewing internal business processes and systems to better manage day-to-day performance and metrics, and incorporating contact center best practices.
- **Customer Experience:** Assist agencies with the development of recommendations and prototypes for an optimal customer experience strategy. Recommendations must include utilize the latest technology, including but not limited to AI, RPA, and machine learning, as well as a cohesive client experience across all channels including contact centers, online platforms, informational materials, and in-person interactions.
- **Data Analytics:** Provide business analytics expertise, analysis of key performance and program outcome metrics, and make recommendations for modern analytics infrastructure. Assess and make implementation recommendations for analytics systems, staff, and processes that realize cost savings, drive improved customer service, and improve organizational impact. Recommend solutions and develop prototypes that improve and expand data driven decision making and the effectiveness of data analytics SMEs in federal agencies. Using the latest technologies, including but not limited to AI, RPA, and machine learning.
- **Information Security:** Evaluate the maturity of the Agency's information security governance and compliance, and assess the effectiveness of existing processes and systems. Developing prototypes, as necessary, to help further the process, using the latest technologies, including but not limited to AI, RPA, and machine learning.
- **IT Infrastructure Optimization:** Assist agencies with the assessment of computing infrastructure (i.e. network, storage, data center) optimization plans and developing prototypes, as necessary, to help further the process, using the latest technologies, including but not limited to AI, RPA, and machine learning.

1.3.2 Deliverables

While actual deliverables will be determined at the order level based on the need, all written documents must be concise and clearly written, using plain language guidelines. The contractor must ensure the accuracy, functionality, completeness, professional quality, and overall compliance with Government guidelines and requirements of all deliverables. Reusability should be considered during the development of deliverables to benefit future CoE engagements whenever possible.

All records must be transferred to the Government before the end of the contract. Where appropriate, the contractor must maintain records of the documents for at least one year after completion of the contract, and these documents must be made available as requested by the CO, Contracting Officer's Representative (COR), Alternate COR (ACOR), CoE Lead, Technical Lead, or other individual identified at the order level.

All deliverables developed for this project are the property of the Government and must not be used by the contractor for any other purposes. All project-related information or documentation, with no exceptions, must be treated as confidential and proprietary during and after the completion of work under this award and must be submitted to the designated CoE overall deliverable/knowledge management repository, as defined at the order level. Additional, supplemental restrictions or qualifications may be provided at the order level.

1.4 Operating constraints

The main constraint for CoE is the timeline from Phase One assessment and discovery work to Phase Two implementation work, coupled with the speed at which new agencies are adopted. Phase One work typically lasts six (6) months in total. However, timing may vary and will be determined at the order level. This requires successful contractors to combine high quality and speed.

1.5 Ordering Period and Place of Performance

The ordering period for this BPA is from date of award to three (3) calendar years. Work performed under this BPA will be designated at the order level.

2.0 Special instructions

2.1 Quotation instructions

A complete quote must include responses to the Challenge Google Form, a response to the Scenario Google Form, a Technical and Management Approach submission, and a Pricing sheet submission.

2.2 Question instructions

All questions concerning this RFQ must be submitted electronically through the [Google Form](#) by the deadline provided above

Questions should be written in a way that enables clear understanding of the contractors' issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response from GSA. Further, contractors are reminded that GSA will not address hypothetical questions aimed at receiving a potential "evaluation" decision.

Answers to questions will be provided in e-Buy. Similar questions may be combined for efficiency.

2.3 Conflicts of interest

2.3.1 Potential Organizational Conflicts of Interest (OCI) statement

No award will be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the CO in accordance with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest. Acknowledgement of this statement is to be made within the Technical and Management Approach submission.

2.3.2 Conflicts of interest between Phases at Agency Partners

It is important for the successful contractor to recognize the fact they will have to mitigate any potential conflict of interest for work related to future phases at an Agency Partner where that contractor has been awarded an order for Phase One work.

2.4 Communications before award

The contractor must direct all communications to the CO.

3.0 Basis of award

This procurement is being conducted in accordance with FAR Subpart 8.4, Federal Supply Schedules. This is not a FAR Part 15, Contracting by Negotiation, procurement. All submissions in response to this RFQ are considered quotations and not proposals or offers, even if labeled as such. The contractors will be required to agree to and be bound by all instructions, procedures, and rules of this RFQ. The Government is not obligated to determine a competitive range, conduct discussions, solicit final revised quotations, or use other techniques associated with FAR Part 15. The contracting techniques associated with FAR Subpart 15.3 do not apply.

The Government anticipates making 3-5 awards per core functional area. However, the Government reserves the right to make as few or as many awards in each functional area as deemed appropriate to ensure all requirements of the functional area are covered and to promote healthy competition at the order level.

3.1 Best-value trade-off

The Government contemplates no trade-off of technical (non-price) criteria against price criteria. The Government contemplates award to contractors best demonstrating technical superiority and likelihood of success, in accordance with the criteria, ratings and relative importance of each criterion, as described below.

For the purposes of evaluation, the quality of the contractor's technical approach is considered to be more important than the likelihood of contractor success (management approach plus similar experience).

3.2 Phased evaluation approach

The Government intends to utilize a phased approach for this procurement as described below. To be considered for award, contractors must successfully pass through each phase.

The technical evaluation will take place using the following phased approach:

1. First Phase: Challenge submission
2. Second Phase: Scenario submission
3. Third Phase: Technical Approach, Management Approach, and Similar Experience submission

While pricing will be evaluated separately from the technical volumes, it will be evaluated concurrently with those same volumes.

3.3 Evaluation scale

3.3.1 First and Second Phase

Challenge question responses and scenario responses will be evaluated on an acceptable/unacceptable basis. Contractor quotes failing to achieve an “acceptable” rating in both the challenge question and scenario phase will not be further evaluated.

Challenge Question:

To be considered acceptable Contractor responses must address the following in each core functional area: (1) Determining where things stand now; (2) Outlining the path forward for Phase Two; and, (3) Ensuring modernization efforts continue beyond Phase Two.

Scenario Response:

To be considered acceptable Contractor responses must address the following: How would you obtain agency-wide buy-in for the modernization efforts promoted by the CoE while also linking efforts and fostering collaboration with other vendors and government staff across all of the Centers at the Agency Partner?

3.3.2 Third Phase

3.3.2.1 - Technical Approach

The following ratings will be used:

- **Exceptional:** Quotations receiving an “Exceptional” rating will explain how specific methods or techniques will be used by the contractor to successfully achieve each performance objective associated with the functional area. Further, “Exceptional” quotations will specify methods or techniques that will allow the contractor to *exceed* all performance objectives in a specific way that benefits the Government. Finally, “Exceptional” quotations will explain how the methods or techniques to be used by the contractor are free from issues requiring Government intervention to address.

- **Good:** Quotations receiving a “Good” rating will explain how specific methods or techniques will be used by the contractor to successfully achieve each performance objective associated with the functional area. Further, “Good” quotations will specify methods or techniques that will allow the contractor to *at least meet* all performance objectives. Finally, “Good” quotations will explain how the methods or techniques to be used by the contractor either free from issues identified during evaluation, or are associated with issues determined during evaluation to be correctable. A quotation identifying methods or techniques that exceed all performance objectives will receive no better rating than a “Good” rating if that quotation contains correctable issues.
- **Poor:** Quotations receiving a “Poor” rating fail to meet the basic requirements of this solicitation. A quotation that fails to explain how specific methods or techniques will be used by the contractor to successfully achieve *any* performance objective associated with the functional area will receive a “Poor” rating. A quotation that specifies methods or techniques that *fail to meet* all performance objectives will receive a “Poor” rating.

3.3.2.2 - Management Approach and Similar Experience

The following ratings will be used:

- **Very Likely:** Management approach and prior experience indicate that the contractor is very likely to perform the technical approach as proposed. Contractor’s approach mitigates all identified risks; demonstrates exceptional control over the proposed personnel and / or team; and, displays substantial experience in the performance of similar requirements.
- **Likely:** Management approach and prior experience indicate that the contractor is likely to perform the technical approach as proposed. Contractor’s approach mitigates most identified risks; demonstrates satisfactory control over the proposed personnel and / or team; and, displays some experience in the performance of similar requirements.
- **Unlikely:** Management approach and prior experience indicate that the contractor is unlikely to perform the technical approach as proposed. Contractor’s approach mitigates few to none of the identified risks; and / or demonstrates unsatisfactory control over the proposed personnel and / or team; and / or displays little to no experience in the performance of similar requirements.

3.3.2.3 Pricing

Pricing will be considered separately from any of the other submissions. Prices will be evaluated with regard to whether discounted rates are offered or not.

4.0 Submission process

4.1 Submission instructions

For each Core Functional Area for which a contractor submits a response:

- **Technical Approach** volumes are limited to no more than five (5) pages;
- **Management Approaches** volumes are limited to no more than two (2) pages, unless a contractor is proposing a teaming arrangement, in which case management approach volumes are limited to no more than three (3) pages;
- **Similar Experience** volumes are limited to no more than one (1) page.

Contractors will submit separate technical approach volumes, management approach volumes, and similar experience volumes for each Core Functional Area for which a contractor submits a response.

If any contractor has made any assumption as part of their quotation, they must identify and explain such assumptions in their Technical Submission. If technical assumptions are not noted, it will be expected that the contractors quotation reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth in the solicitation. It is not the responsibility of the Government to seek out and identify any assumptions, conditions, or exceptions for each contractor's quotation. Additionally, contractors taking exception to any terms and conditions of the RFQ will not be considered for award.

Incomplete quotes will be considered unacceptable and will not be further evaluated.

Quotations must be submitted pursuant to the deadlines provided above.

4.2 Technical information submission process

4.2.1 First Phase: Challenge submission

Contractors are required to submit a response to the challenge question under each Core Functional Area in which they intend to submit a quote. Contractors will find the respective challenge that is required for each particular functional area via Google Forms; a link to Google Forms to be published via an amendment. The RFQ amendment will be posted on or about March 28, 2019.

The challenge responses will be submitted as part of the overall quote. Limited to 1500 characters (about 1/2 a page). Please note that Google Forms considers punctuation (e.g., commas, semi-colons, quotation marks, etc.) and spaces as characters.

4.2.2 Second Phase: Scenario submission

Contractors will be required to submit a proposed approach, outlining how they would work in their Center while also contributing to the wider objectives of the CoE as a whole. Contractors

must outline how they will work with other contractors and Government employees, across functional areas, demonstrating their ability to work and collaborate in a cross-functional CoE. Contractors will find the scenario that is required via the Google Form, linked above.

The scenario responses will be limited to 3000 characters (about 1 full page) via Google Form. Please note that Google Forms considers punctuation (e.g., commas, semi-colons, quotation marks, etc.) and spaces as characters.

4.2.3 Third Phase: Technical and Management Approach submissions

The following will be used to evaluate the Third Phase of the technical quotations:

4.2.3.1 Technical understanding and methodology

For each functional area in which the contractor is being considered, the contractor must demonstrate their understanding of the Government's requirements by addressing individually and fully their technical understanding of the needs outlined in this solicitation and the technical methodology they will use to address those needs at the order level.

The contractor's responses should describe the approach, methods, and techniques proposed to effectively achieve the performance objectives stated in this solicitation for each functional area in which the contractor is submitting a response. Additionally, the contractor must outline any constraints they would face in achieving those objectives, and the operational requirements they would need to be successful at both the BPA level and the order level. If there are any specific deliverables the contractor believes would be necessary or useful to the Government at the BPA level, they must be outlined in the response as well.

4.2.3.2 Management approach

The contractor must provide a narrative detailing their general management approach to accompany the technical methodology being proposed. Additionally, the contractor must provide a narrative detailing their staffing approach, including how they will approach hiring to fill gaps to fulfill anticipated orders, and what the skill sets, roles, and responsibilities of the individuals involved on their team at the BPA level will entail.

If subcontracting or teaming, the contractor must discuss their approach to working with their partner(s) in providing a solution to the functional area(s) they are being considered in, how they will support Agency Partner requirements as a cohesive unit, and the nature of how they will work together as an integrated entity in general.

The contractor should identify all associated risks, and provide their strategy to mitigate each risk. Each functional area in which the contractor is submitting a response must be addressed separately and fully.

4.2.3.3 Similar experience

This criteria considers the extent of the contractor's experience as a firm in providing like or similar services. For the contract provided in response to this factor, the contractor must explain

in a detailed narrative how the characteristics of the selected contract relate to each particular functional area they are being considered in. Each functional area in which the contractor is submitting a response must be addressed separately and fully.

The contractor must detail its Similar Experience in a maximum of one (1) contract per functional area that reflects and identifies experience on projects currently being performed or which has been completed within the last three (3) years, within the functional area being quoted. The contractor must describe the client, project title, scope of work, the period during which the work occurred, the dollar value of the work performed, the specific responsibilities of the contractor, major deliverables produced, performance measures/service levels applied, any awards that were received for superior performance, quality assurance, risk management methodologies used, lines of communication used, and any problems or issues that occurred, and the corrective action taken. The contractor must provide point of contact data sufficient for the Government to verify the information.

4.3 Pricing information submission

In an effort to receive the highest quality solution at the lowest possible price, the Government requires discounts on all materials and services offered by contractors for this requirement in order to be considered for award. Contractors are encouraged to offer discounts below contract rates, whichever is applicable. When discounts are offered, quotations must clearly identify the contract rate, the discount rate, and the percentage discount for each item or labor rate being discounted.

Prices quoted must be submitted via the method outlined above mapped to the contractor's GSA Price List. The contractor must provide a copy of their GSA Price Lists for all three (3) years for verification of pricing. If submitting a quote as a CTA, each member must submit their schedule pricing for each SIN they are eligible to perform under. If price discounts are not provided on the GSA price list, then the contractor will be deemed unacceptable.

For contractors that do not have out-year pricing, your BPA pricing may be escalated at the same percentage of your GSA MAS contract provided you submit a copy of a valid executed modification of your GSA MAS schedule to the CO.

The Government is expecting price reductions for every rate proposed for all three years of the contractor's BPA. Prices will be verified to ensure they do not exceed the contractor's Schedule contract price. Prices will be evaluated with regard to whether discounted rates are offered or not.

4.3.1 Submission Instructions

Contractors will submit an Excel-based spreadsheet detailing the labor categories, contract rates, discount rates and discount magnitudes (by percentage). This submission must not be submitted in PDF format. All formulae will be intact.

5.0 Administration

5.1 Contractor Teaming Arrangements

Quoters are encouraged to team with qualified small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses service disabled veteran-owned small businesses and Historically Under Utilized Zone small business subcontractors to the maximum extent practicable. Quoters are reminded that they agreed under FAR clause 52.219-8, Utilization of Small Business Concerns incorporated into the MAS IT 70 contract that they will implement the small business policy of the United States to the "fullest extent". Further, customer agencies who will fund orders under the BPA will obtain small business credit when issuing task orders against the BPA. Contractors awarded the BPAs are reminded that after contract award they are required to report small business achievement for funding agencies issuing task orders under these BPAs .

A GSA Schedule Contractor Teaming Arrangement (CTA) is an arrangement between two or more GSA Schedule contractors to work together to meet agency requirements. Each member of the CTA must have an associated FSS IT Schedule 70 contract, and hold contracts under SINs referenced above. The CTA document is a written agreement between team members detailing the responsibilities of each team member.

In the event a CTA is being proposed to provide services under the BPA, the quote must include a signed copy of the CTA. The CTA can be in whatever form and format the team collectively decides is most appropriate. At a minimum, the CTA(s) must clearly state the name, list of the IT Schedule 70 numbers to be provided by each team member, and Point of Contact (POC) information of the proposed Team Lead and each proposed Team Member, as well as the business size of the Team Lead and each proposed Team Member. The CTA(s) must also clearly delineate the roles and responsibilities of each individual on the Team, the services each will perform during the BPA performance, and fully describe the manner in which the contractor team will decide upon adding or deleting Team Members (provided the GSA BPA CO implements an open season to do so). Any additional information that the Government may find useful can be included in the CTA.

All quotes in response to order RFQs under the BPA must be submitted by the BPA Level Team Lead. Additionally, the CTA Team Lead will be responsible for submitting invoices and all contract administration work performed at the order level.

In order to avoid apparent OCI, contractors may only be on one CTA quoting on this BPA. Contractors appearing on more than one CTA must be considered to have an OCI and that contractor's team(s) quote must not be eligible for award. It is the responsibility of the contractor to ensure no member of their team has such an OCI.

The Ordering Activity may add non-conflicting terms and conditions to individual orders, to include specific agency terms and conditions.

The terms and conditions of the BPA apply to all orders placed pursuant to it. In the event of any conflicts between the terms and conditions of the BPA and TOs, the terms and conditions of the BPA will take precedence.

BPAs do not obligate funds. The Government is obligated only to the extent of authorized orders made under the BPAs. There is no limit on the dollar value of orders made under the resultant BPA.

5.2 BPA cancellation

The Government may cancel this BPA by providing written notice. The cancellation will take effect thirty (30) calendar days after the other party receives the notice of cancellation.

BPA cancellation does not release the BPA contractor from the duty to continue order performance on existing orders. Ongoing orders continue in accordance with their own period of performance, even if the BPA is cancelled. Termination procedures for order are addressed in the underlying Schedule contract.

5.3 Estimated values

Pursuant to FAR 8.405-3(a)(4), at the time of award, the Government estimates the total three year value of BPA obligations to be \$100 million.

The estimated value(s) are not ceilings and are provided for planning purposes only. The accumulated value of orders issued under these BPAs may exceed this amount without modification to the BPA and the value of orders may also fall outside the estimated ranges

5.4 Funding

Incremental funding is allowable at any point during the life of this BPA at the order level. Such funding may come from any authorized source within the Agency Partner but such information must be provided with the issuance of each Order.

The contractor must not make expenditures nor incur obligations in the performance of this BPA, or any Order placed against it, which exceeds the funded amount specified, except at the contractor's own risk.

Pursuant to FAR 52.232-22, the contractor must provide written notification to the appropriate Contracting Officer, sixty (60) days before incurring seventy-five percent (75%), of contract costs or, alternatively, whenever there is a reasonable belief that costs may be either greater or substantially less than previously estimated or are not adequate to complete the balance of work remaining in the contract.

If remaining funds are inadequate, the contractor must include with the written notification:

- A fully supported cost quotation disclosing the amount of funds remaining, the amount of additional funding required to continue timely performance and when the funds will be required.
- The quotation must indicate labor and the additional hours required. An identification of suggested reductions or revisions that can be made to the PWS in order to stay within the obligated ceiling price.

5.5 Ordering procedures/placement

The award will create a multiple award BPA against an existing GSA Schedule 70 SINs listed on the first page. All orders awarded under this BPA will be awarded in accordance with the ordering procedures specified in FAR 8.405-3(c)(2) and the fair opportunity procedures in FAR 8.405-2(d).

Specific requirements must be authorized and funded through the issuance of orders under this BPA which may be firm fixed price (FFP), labor hour (LH), or time and materials (T&M), or a combination. The determination of any individual order's characteristics, in terms of FFP, LH, T&M, or a combination, will be left to the discretion of the Agency Partner's ordering activity/authorized users.

Authorized ordering activity/authorized users and the ordering activity/authorized users may place Orders directly under this BPA when the need for services within the scope of this BPA arises. The Government contemplates that orders associated with this BPA will be awarded based upon a competitive basis, following solicitation for quotes.

Contracting officers may set-aside orders under the BPA(s) for any of the small business concerns identified in FAR 19.000(a)(3). For orders awarded to BPA holders who are "other than small business", small business subcontracting goals may be established at the order level. However, the contracting officer cannot ask for a subcontracting plan at the order level. Rather, a small business participation factor is recommended for use when competing task orders among "otsb" BPA holders.

5.6 Quality Assurance Surveillance Plan (QASP)

For this BPA, QASPs will be established at the order level, based upon the specific order level requirements and associated measurable performance factors. For each established order, the contractor will maintain a thorough Quality Control Program with the aim of identifying and correcting deficiencies in the quality of services before performance becomes unacceptable. As part of the Quality Control Program, the contractor must develop a Quality Control Plan (QCP) that describes the contractor's procedures for monitoring quality. At a minimum, the QCP will be responsive to the Government's QASP, and must include the following:

- A description of the inspection system to cover all services listed in the order PWS. The description must include specifics as to the areas to be inspected on both a scheduled and unscheduled basis and the frequency of these inspections.
- A description of follow-up procedures to ensure that deficiencies are corrected and the time frames involved in correcting these deficiencies.
- A description of the records to be kept to document inspections and corrective or preventive actions taken.
- The records of inspections must be kept and made available to the Government, when requested, throughout the performance period, and for the period after completion, until final settlement of any claims under this contract.
- The COR will notify the contractor, in writing, of deficiencies in the plan and allow 5 working days for a revision to be submitted.

The Government will monitor the contractor's performance through the use of the order QASP, in accordance with the specific performance requirements of the order level. The Government reserves the right to review services to be provided, including those developed or performed at the contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the CO by the COR or ACOR (as applicable). The COR and ACOR will be appointed to coordinate the overall quality assurance of technical compliance.

5.7 Travel and Per Diem

Travel is anticipated as part of performance. If, and when, authorized as part of performance and as approved by the CO, COR, or ACOR, travel expenses may be reimbursed in an amount no higher than that allowed by Federal Travel Regulations (FTR) in effect at the time of travel. Normal commuting expenses are not allowed per the FTR.

If approved in writing by both the CO and COR or ACOR before incurring such travel expenses, to be reimbursable, expenses must be:

- Allowable under the FTR;
- Approved by the CO and COR/ACOR prior to travel expenditure; and,
- Allocable and necessary to the services under this order.

Contractor must submit and receive “request for travel” approval from the CO and COR or ACOR at least two (2) weeks prior to the anticipated time of the travel, and must identify:

- Name of the traveler;
- Destination(s) including itinerary;
- Purpose of the travel; and,
- Cost breakdown.

Invoices for travel expenses must include original or legible copies of receipts as prescribed in the FTR including, but not limited to, the following:

- Actual airfare or other public conveyance expenses;
- Transportation including car rental expenses for each rental day; and,
- Lodging expenses.

Any burden added to the travel cost will be allowed only as defined in the contractor's standard accounting practice or disclosure statement.

5.8 Badge and Key Control

The contractor must ensure that all keys and/or badges issued to contractor support personnel are accounted for and controlled. At a minimum, the contractor must be responsible for the following:

1. Ensuring keys and badges are only used by the contractor's employees.
2. Prohibiting the opening of locked areas by the contractor's employees to permit entrance of persons other than the contractor or appropriate Government employees engaged in the performance of assigned work in those areas.
3. Ensuring keys and badges issued to the contractor by the Government are not duplicated.
4. Ensuring keys and badges issued by the Government are not lost or misplaced.
5. Reporting the loss of any key or badge in writing to the COR and ACOR within six (6) hours of occurrence or at the beginning of the next scheduled workday, whichever occurs first.
6. In the event of a conflict between these requirements and those of a specific agency, the specific agency requirements must prevail.

5.9 Hours of Operation

Typically, expected program support must be required at a minimum between the hours of 9 am to 5 pm Monday through Friday, but may vary depending on a specific order. Personnel must be on duty at these times at the the identified place(s) of performance necessary to provide the support services described. However, exceptions to these guidelines may be required as approved by the CO, COR, ACOR, CoE Lead, Technical Lead, or other individual identified at the order level. Actual hours of operation will be established at the order level in accordance with specific requirements.

5.10 TTS Transparency Policy

Contractors are advised that TTS reserves the right to publish documents associated with this acquisition on a publicly-available website, including any RFQs or their amendments, as well as question and answer exchanges with contractors without source-identifying information removed. TTS reserves the right to publish any other relevant information that is not confidential

or proprietary in nature, but will not publish any source-selection sensitive information that would otherwise implicate procurement integrity concerns.

Upon award of the BPA or any of the orders, TTS may publish the total price of the selected quotation and certain non-source-identifying data (e.g. the number of bids, the mean price, the median, and the standard deviation of price). During the performance of this BPA or any of the orders, TTS may similarly publish data related to project management (e.g. user stories, milestones, and performance metrics) and top-line spending data.

5.11 Data Rights and Ownership of Deliverables

It is the CoE's intent that any data or deliverable created as a result of the work performed under the BPA, including work performed at the order, be committed to the public domain if reasonable.

It is the intention of the CoE to consider committing the following items, among other items created during the period of performance, to the public domain: all data, documents, graphics, and code created under this call order including but not limited to, plans, reports, schedules, schemas, metadata, architecture designs, and the like; new open source software created by the contractor and forks or branches of current open source software where the contractor has made a modification; new tooling, scripting configuration management, infrastructure as code, or any other final changes or edits to successfully deploy or operate software.

The contractor must use open source technologies wherever possible, in support of the 18F Open Source Policy. All licenses must be expressly listed in the deliverable. Regardless of license(s) used (e.g., MIT, GPL, Creative Commons 0) the license(s) must be clearly listed in the documentation.

If the contractor needs to use work that does not have an open source license, the contractor is required to request permission from CoE, in writing, before utilizing that work in any way in connection with the order. If approved, all licenses must be clearly set forth in a conspicuous place when work is delivered to CoE.

If an open source license provides implementation guidance, the contractor must ensure compliance with that guidance. If implementation guidance is not available, the contractor must attach or include the license within the work itself. Examples of this include code comments at the beginning of a file or contained in a license file within a software repository.

5.12 Non-disclosure of Sensitive and Proprietary Information

The contractor must protect from unauthorized disclosure any materials or information made available by the Government, or that the contractor has access to by virtue of the provisions of this order, that are not intended for public disclosure. This includes disclosure to individuals within the contractor's company who are not specifically assigned to work on this order. To

affirm and acknowledge this responsibility, the contractor must sign a “Non-Disclosure Agreement” to cover the entity itself.

All contractor employees assigned to perform under this order must sign a “Non-Disclosure Agreement and Conflict of Interest Statement”, affirming and acknowledging that the information, technical data or proprietary software to be made available in the performance of this order are restricted for Government use only. The Non-Disclosure Agreement and Conflict of Interest Statement is a permanent agreement and must survive the employee’s employment by the contractor. The Non-Disclosure Agreement and Conflict of Interest Statement must be signed by contractor employees prior to any work commencing on this order.

In the event that this order requires the contractor to gain access to the proprietary or sensitive information of Government agencies or organizations, the contractor must be required to execute written agreements with those entities, to protect the information from unauthorized disclosure and refrain from using it for any purpose other than for which it was furnished. A copy of all executed agreements must be delivered to the Contracting Officer.

At the conclusion of the BPA, contractor representatives will conduct a thorough audit of the contractor’s facilities/files to ensure that no unauthorized information, technical data or proprietary software exists in its possession.

5.13 Electronic invoicing process

GSA employs Electronic Commerce in Contracting to the maximum extent practicable. Contractors must use the GSA Assisted Acquisition Service Business System (ASSIST), also known as IT Solutions Shop (ITSS) at <https://portal.fas.gsa.gov> to submit invoices. All invoice information, to include attached documents, must be submitted to ASSIST via the Central Invoice Service (CIS).

For each invoice, the contractor must complete the required fields provided in ASSIST CIS and must attach a copy of the invoice. Assistance in using the GSA ASSIST CIS application and answers to related questions may be obtained via email at aasbs.helpdesk@gsa.gov or by calling (877) 472-4877.

The Invoice Form will include all active Task Items on the contract. The contractor must enter the invoice amount in dollars and cents for each Task Item.

Additional instructions may be provided by the CO, COR, or ACOR, immediately following the award of the contract or during contract administration to further enhance the use of Electronic Commerce in Contracting or to ensure compliance with GSA or GSA Customer Agency requirements or policies.

Centers of Excellence Discovery Blanket Purchase Agreement

Attachment 1

a) The following events are annual federal holidays:

New Year's Day	1st January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4th July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11th November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25th December

b) In addition to the annual holidays, the Government may observe additional days as holidays, those to include any other day as designated by Federal Statute, Executive Order, or Presidential Proclamation.

c) Unless otherwise authorized by the Contracting Officer, observance of holidays by Government personnel shall not otherwise be a reason for an extension to the period of performance, delivery schedule, or entitlement of payment by the Government to the contractor. In the event the contractor's personnel (including subvendor) work during the holiday, they may be compensated for the work in accordance with the contractor's operational/employee/business procedures; however, no form of holiday or other premium compensation will be paid by the Government, either as an additional direct or indirect cost, over the payments authorized in the contract.

d) When the Government grants excused absence to its employees (example: office closing due to inclement weather), onsite contractor personnel may be dismissed by the contractor at its discretion. However, such a dismissal will not be an excuse to change any service or delivery requirements under the contract. For T&M or LH contracts, the contractor is cautioned that only those hours actually worked may be billed to the Government. The contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, unless otherwise authorized by the Contracting Officer.

e) Extension of a contract period of performance or delivery schedule will not be provided for federal holidays in paragraph (a) or (b) above. However, if necessary, and with approval of the COR, extension of the period of performance or delivery schedule may be granted by the Contracting Officer on a case-by-case basis for closings described in paragraph (d) above.

Centers of Excellence Discovery Blanket Purchase Agreement

Attachment 2

ORDER CLAUSES

All terms and conditions of the Schedule contract flow down to the BPA. Buyers cannot alter or tailor Schedule contract terms and conditions, but may add agency level and local terms and conditions that do not conflict with the Schedule contract terms and conditions.

Not excluding, but not limited to clauses and provisions already contained in the applicable basic Federal Supply Schedule contract. The clauses contained in this section supplement the clauses contained in the Schedule contract and are specific to this task order.

52.228-5 – Insurance – Work on a Government Installation (Jan 1997)

Includes but is not limited to Contractor owned vehicle insurance and contract employee owned vehicle insurance as applicable per State law or Government installation(s).

52.228-7 – Insurance – Liability to Third Persons (Mar 1996)

(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed --

(1) For that portion --

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees,

and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) --

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall --

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

- (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
- (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally- controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum

extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses.

Federal Acquisition Regulation: <https://www.acquisition.gov/far/>

Inspection of Services (Completed at time of Award)

52.246-4 – Inspection of Services: Fixed Price

52.246-6 – Inspection: Time-and-Material and Labor-Hour

552.203-71 RESTRICTION ON ADVERTISING SEP 1999

552.215-70 EXAMINATION OF RECORDS BY GSA FEB 1996

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Deviation to FAR 52.252-6) SEP 1999